

REMARKS

Applicants have carefully reviewed and considered the Office Action dated November 26, 2008, and the reference applied therein. In response, applicants have amended claims 1 and 9. Applicants respectfully submit that no new matter has been added by way of these amendments. Applicants believe that the application is in condition for allowance. Accordingly, favorable reconsideration in light of the following remarks is respectfully requested.

The pending claims, claims 1-12 and 41-45, stand rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Application Publication No. US 2002/0042763 to Pillay et al. In response, claims 1 and 9 have been amended to further clarify the claimed features. Applicants respectfully submit that the anticipation rejection is traversed.

Applicants disclose embodiments of the invention directed to insurance methods for assuring both “the identity ***and*** financial viability of a trading counterpart or user, wherein an insurance company provides coverage to a user of an online marketplace guaranteeing the identity and financial viability of a trading counterpart.” Para. 11. Applicants describe insurance products which cover losses arising from either or both of these two different risks:

As used herein, the term “identity insurance” refers to insurance used to cover losses associated with the misidentification or misrepresentation of a user’s or trading counterpart’s identity in an online marketplace transaction, and/or to financial viability insurance used to cover losses associated with the financial inability of a user or trading counterpart to enter into or complete an online marketplace transaction. Preferably, as used herein, the term “identity insurance” comprises identity insurance and financial viability insurance.

Para. 33.

With respect to amended claim 1, applicants respectfully submit that Pillay fails to teach or suggest a method for providing assurance to a user of the ***identity*** of a trading counterpart in an online marketplace transaction via an insurance policy having the combination of features

recited therein. Claim 1 is directed to an insurance product that covers “a loss caused by the misidentified or misrepresented identity of said trading counterpart.”¹

Pillay, however, does not describe an insurance policy that covers losses from misstated or misrepresented *identity*. Pillay particularly describes a method for providing trade credit insurance. Pillay stores financial information, including trade credit information, processes requests for trade credit information, and further offers a trade credit insurance policy associated with the financial information and requests for trade credit information. To the extent that Pillay covers a loss “when a party receives services or goods with an obligation to pay for said goods and services (i.e. the extension of credit), then fails to do so,” (see November 26, 2008 Office Action, page 8), that is different than the claimed coverage recited in amended claim 1 for “a loss caused by the misidentified or misrepresented identity of said trading counterpart.”

Accordingly, amended claim 1 is patentably distinguishable over Pillay. Claims 2-8 and 41-45 depend from claim 1 and, thus, contain the same patentable features thereof.

With respect to amended claim 9, applicants respectfully submit that Pillay fails to teach or suggest a method having the combination of features recited therein. For example, Pillay fails to teach or suggest “supplying, by an insurer, an insurance policy to a user, the insurance policy including a predetermined monetary premium payable to said insurer for providing assurance to the user of the identity of a trading counterpart in an online marketplace transaction and of the financial ability of the trading counterpart to enter into the transaction.” Pillay fails to teach or suggest supplying an insurance policy that provides assurance for *both* the identity of a trading counterpart in an online marketplace transaction *and* the financial ability of the trading counterpart to enter into the transaction.

Accordingly, amended claim 9 is patentably distinguishable over Pillay. Claims 10-12 depend from claim 9 and, thus, contain the same patentable features thereof.

¹ Applicants note that applicants’ claim 5, which depends from claim 1, adds coverage for “the financial inability of the trading counterpart to enter and complete said transaction.” Accordingly, nothing in these remarks should be construed to foreclose additional coverage, such as the inability to pay.

Applicants respectfully submit that the patent application is in condition for allowance. If, in the opinion of the Examiner, a telephone conference would expedite the prosecution of the subject application, the Examiner is invited to call the undersigned attorney.

Respectfully submitted,



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